

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

V.

REAL PROPERTY LOCATED AT 32203
8TH AVENUE SOUTH, FEDERAL WAY,
WASHINGTON, KING COUNTY PARCEL
NUMBER 1502410040, TOGETHER WITH
THEIR BUILDINGS, IMPROVEMENTS,
APPURTENCES, FIXTURES,
ATTACHMENTS AND EASEMENTS: and

REAL PROPERTY LOCATED 12297
MARINE VIEW DRIVE SW, BURIEN,
WASHINGTON KING COUNTY PARCEL
NUMBER 7784400150, TOGETHER WITH
THEIR BUILDINGS, IMPROVEMENTS,
APPURTEINANCES, FIXTURES,
ATTACHMENTS AND EASEMENTS:

NO. C12-1179 RSM

STIPULATED SETTLEMENT AGREEMENT

Defendants.

STIPULATED SETTLEMENT AGREEMENT -- 1
United States v. 32203 8th Ave. S., Federal Way, WA

UNITED STATES ATTORNEY
700 Stewart Street, Suite 5220
Seattle, Washington 98101-1271

1 IT IS HEREBY STIPULATED by and between Plaintiff United States of America, by
2 and through Assistant United States Attorney Richard E. Cohen, and Claimants Byung Yim and
3 Suh Sue Yim, by and through their counsel, Brian L. Parker, to the settlement of the above-
4 captioned action according to the following terms:

5 1. The United States agrees to dismiss the civil forfeiture action against the real
6 property located at 32203 8th Avenue South, Federal Way, Washington, King County parcel
7 number 1502410040, together with its buildings, improvements, appurtenances, fixtures,
8 attachments and easements, more particularly described as:

9 Lot 4, Century Div. No 2, according to plat recorded in Volume 91 of Plats at Page(s) 15,
10 records of King County, Washington.

11 2. In consideration for the United States dismissing the civil forfeiture against the
12 above-referenced real property located at 32202 8th Avenue South, Claimant Byung Yim agrees
13 to relinquish his claim to the real property located at 12297 Marine View Drive SW, Burien,
14 Washington, King County parcel number 7784400150, together with its buildings,
15 improvements, appurtenances, fixtures, attachments and easements, more particularly described
16 as:

17 LOT 21, BLOCK J, SHOREWOOD ADDITION NO. 3, ACCORDING TO THE PLAT
18 THEREOF RECORDED IN VOLUME 41 OF PLATS, PAGE 15, RECORDS OF KING
19 COUNTY, WASHINGTON

20 SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON;
21 up to the sum of \$316,000 in United States funds.

1 3. The parties agree that Claimant Byung Yim will pay the sum of \$316,000 in
2 United States funds to the United States in lieu of final forfeiture of the real property located at
3 12297 Marine View Drive SW, and fund such payment through the sale of the real property
4 12297 Marine View Drive SW.

5 4. The parties agree that Claimant Byung Yim will retain a local real estate agent
6 based in the greater Seattle area to list and sell the defendant real property located at 12297
7 Marine View Drive SW. The real estate agent with whom the defendant property will be listed
8 will be chosen by Claimants, subject to approval of Plaintiff United States.

9 5. Claimant Byung Yim agrees that he will list the real property located at 12297
10 Marine View Drive SW for sale with the Multiple Listing Service (“MLS”) within ninety (90)
11 days of the approval of this settlement agreement. If the real property is not listed within this
12 ninety (90) day period, Claimant Byung Yim agrees to a five percent (5%) interest rate per
13 annum penalty, assessed on the \$316,000 payment to be made to the United States, beginning on
14 day ninety-one (91) and ending at closing, upon payment to the United States.

15 6. Claimant Byung Yim agrees that he will sell the real property located at 12297
16 Marine View Drive SW within one hundred eighty (180) days from the approval of this
17 settlement agreement. If Claimant Byung Yim has not accepted an offer within one hundred
18 eighty (180) days, he agrees to a five percent (5%) interest rate per annum penalty, assessed on
19 the \$316,000 payment to be made to the United States, beginning on day one hundred eighty one
20 (181) and ending at closing, upon payment to the United States.

1 7. Claimant Byung Yim agrees that if the sale of the real property located at 12297
2 Marine View Drive SW has not closed within two hundred seventy (270) days from the approval
3 of this settlement agreement, he agrees to a five percent (5%) interest rate per annum penalty,
4 assessed on the \$316,000 payment to be made to the United States, beginning on day two
5 hundred seventy one (271) and ending at closing, upon payment to the United States.
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7 8. Claimant Byung Yim agrees to maintain the real property during the pendency of
8 sale, including the payments of property taxes, property insurance, and basic utilities and further
9 agrees that he will not sell the real property located at 12297 Marine View Drive SW to Andrew
10 Yim, Svetlana Yim, their agents, representatives, heirs, or any other individual acting on their
11 behalf.
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13 9. If at any time Claimant Byung Yim is incapable of performing his duties as part
14 of this agreement, Plaintiff United States shall become responsible for the preparation,
15 maintenance and sale of the real property located at 12297 Marine View Drive SW. Any costs
16 associated with the preparation, maintenance and sale of the real property pursuant to the terms
17 and conditions of this paragraph, will be deducted from the net proceeds of sale by the United
18 States.
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20 10. Plaintiff United States agrees to take all reasonable steps to assist in the
21 completion of the sale of the real property located at 12297 Marine View Drive SW, including
22 but not limited to filing with this Court, and recording with King County a Release of Lis
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1 Pendens as to the real property located at 12297 Marine View Drive SW, immediately prior to
2 the completion of the closing of said real property's sale.

3 11. Plaintiff United States further agrees that upon payment of the \$316,000 in United
4 States funds from the sale of 12297 Marine View Drive SW, and any interest due upon the terms
5 of this agreement, the United States will file with this Court and record with King County a
6 Release of Lis Pendens as to the real property located at 32203 8th Avenue South, Federal Way,
7 to which the United States is dismissing its action.

8 12. Plaintiff United States agrees that upon the completion and closing of the sale of
9 the real property located at 12297 Marine View Drive SW, and within ten (10) days of the
10 payment of \$316,000 in United States funds, plus any potential interest accrued pursuant to the
11 terms of this agreement, Plaintiff United States will file a motion for final judgment of forfeiture
12 as to the \$316,000 in United States funds with this Court.

13 13. The parties agree and stipulate that Claimant Byung Yim will have until
14 September 30, 2014 to complete the closing on the sale of the real property located at 12297
15 Marine View Drive SW. If the sale is not completed at this time, Claimant Byung Yim
16 understands and agrees that the United States will take possession of and sell the real property
17 located at 12297 Marine View Drive SW, retaining \$316,000 in United States funds, plus any
18 accrued interest pursuant to the above terms, and remit any remaining surplus of the net sales
19 proceeds, after costs of sale have been paid, to Claimant Byung Yim.

1 14. The parties agree that upon the Court's approval, the trial date, currently set for
2 December 2, 2013 is hereby stricken.

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5 15. Each party agrees to bear its own costs and attorney's fees.

6 DATED this 13th day of May, 2013.

7 DATED: 5/13/13

s/ Richard E. Cohen
RICHARD E. COHEN
Assistant United States Attorney
700 Union Street, Suite 5220
Seattle, WA 98101-1271
(206) 553-2242; Fax (206) 553-6934
E-Mail: Richard.E.Cohen@usdoj.gov

13 DATED: 5/13/13

s/ Brian L. Parker
BRIAN L. PARKER
Attorney for Claimants Byung Yim and Suh
Sue Yim
25845 164th Avenue SE
Covington, WA 98042
(253) 630-1657
E-Mail: Bplattorney@qwestoffice.net

1 DATED: 5/13/13

s/ Byung Yim
BYUNG YIM
Claimant

6 ORDER

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8 This Stipulated Settlement Agreement, including all of its terms and conditions, is
9 hereby approved. The trial date currently set for December 2, 2013, and all related
10 deadlines are hereby stricken, pending further Order of the Court.

11 DATED this 16th day of May 2013.

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13 
14 RICARDO S. MARTINEZ
15 UNITED STATES DISTRICT JUDGE
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